

A. G. Contract No. KR922752TRN  
ECS File: JPA 92-127  
Pima File: 01-04-A-117407-0493  
Project: Engineering Survey Accnt  
Section: Pima County

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
PIMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 10 May 1993,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and PIMA  
COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS  
(the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the County.

3. The County requests the State, as agent for the  
County, to perform certain work and prepare certain documents  
required by the Federal Highway Administration to qualify  
certain highway, bridge and railroad grade crossing projects  
for and to receive Federal funds. Such future work, consisting  
of, but not specifically limited to, the review and approval of  
the County prepared environmental documents, the preparation of  
the analysis requirements for documentation of environmental  
categorical exclusion determinations; review of reports, design  
plans, maps, and specifications; geologic materials testing and  
analysis; right-of-way related activities (when specifically  
authorized by, for and on behalf of the County, and all at  
County expense) and such other related tasks essential to the  
achievement of the aforementioned objectives.

NO. <u>17558</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>05/10/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wing Crocencio</u>

4. The only interest of the State in performing the work embraced herein is in the acquisition of Federal Funds for the use and benefit of the County by reason of Federal law and regulations under which funds for the projects are authorized to be expended.

5. The estimated cost of the work shall be determined by procedures established in Local Government Engineer's Bulletin No. 91-3 dated 13 November 1991, which is attached hereto and made a part hereof, which funds the County shall transmit to and deposit with the State for the purpose of funding the cost of the work performed by the State. The minimum estimated cost of work for any project is \$5000.00. The estimated maximum annual cost for services under this agreement shall not exceed \$50,000.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

### 1. The State will:

a. Subsequent to the sufficient fund deposit by the County, begin performance of the work that is required by the Federal Highway Administration to bring the projects to the construction stage.

b. Furnish all labor, materials, and equipment necessary to complete the work embraced herein when such resources are available.

c. Provide the County a periodic statement of account identifying the projects for which work has been performed, the type and amount of expenditures, and the account balance. No statement will be provided if there is no activity on the account.

### 2. The County will:

a. Provide the State with individual project requests to perform the necessary work on a project by project basis.

b. Deposit with the State funds sufficient for the cost of the work, all or any part of which will be used by the State to fund the cost of performing the work.

c. Solely bear the cost of the work embraced herein without State or Federal funds.

d. Insure that sufficient County funds are available for the State to accomplish the work contemplated, and deposit with the State additional funds as may be required to complete the work. Such additional deposits will be made upon request of the State when the funds in the account have been depleted, or when the account balance is so low that funds for the cost of anticipated or ongoing work are not expected to be sufficient to cover the State's expenditures.

### III. MISCELLANEOUS PROVISIONS

1. The State will not be obligated to perform the work contemplated herein or incur expenditures associated with such work when labor, materials or equipment are not available to the State.

2. The State assumes no financial obligation or liability under this agreement whatsoever. The County assumes full responsibility for the adequacy and accuracy of environmental assessments and reports, the design, plans, specifications, reports, the engineering and geological testing in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, or the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

3. The cost of any design, construction or construction engineering work covered by this Agreement is to be borne by the County, but should some unforeseen condition or circumstance increase the cost of the work to be performed by the State in excess of the amount shown in the recital, the State shall not be obligated to incur any expenditure in excess of the County's deposit.

4. This agreement shall remain in force and effect for a period of five years from the effective date, and will be automatically renewed for successive periods of five years, unless sooner terminated by either the County or the State, or other competent authority.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation	Pima County
Joint Project Administration	County Manager
205 S. 17th Avenue - 616E	130 W. Congress
Phoenix, Arizona 85007	Tucson, AZ 85701

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By Ed Moore III  
EDWIN MOORE III, Chairman  
Board of Supervisors

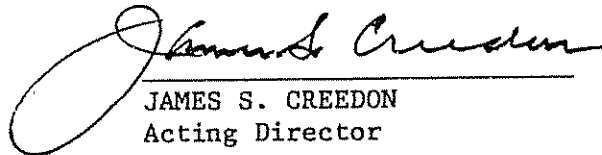
By Robert P. Mickelson  
ROBERT P. MICKELSON  
Deputy State Engineer

ATTEST: APR 6 1993  
By Jane Williams  
JANE WILLIAMS  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 12th day of November 1992, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pima County for the purpose of defining responsibilities for the establishment of an engineering survey account.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
JAMES S. CREEDON  
Acting Director

RESOLUTION NO. 1993 -64

RESOLUTION OF PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN PIMA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION (ADOT), WHICH AGREEMENT PROVIDES FOR FUNDING AND RESPONSIBILITIES OF THE PARTIES FOR THE PREPARATION, REVIEW AND WORK RELATING TO FEDERAL HIGHWAY ADMINISTRATION PROJECTS IN PIMA COUNTY, ARIZONA. PROJECT: ENGINEERING SURVEY ACCOUNT JPA 92-127.

(COUNTY WIDE)

WHEREAS, Pima County has determined it to be in the best interest of the Public to enter into an agreement with ADOT for the purpose of funding an account with ADOT for the review of documents, plans, specifications and other related tasks as required by the Federal Highway Administration in order to qualify for certain highway, bridge, and railroad crossing projects, and the related Federal funding of those projects within Pima County.

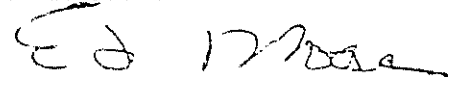
NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED:

THAT Pima County enter into an agreement with ADOT for the purpose of funding an Engineering Survey Account with ADOT for the review of documents, plans, specifications and other related tasks as required by the Federal Highway Administration in order to qualify for certain highway, bridge, and railroad crossing projects, and the related Federal funding of those projects within Pima County. Project: Engineering Survey Account JPA 92-127.

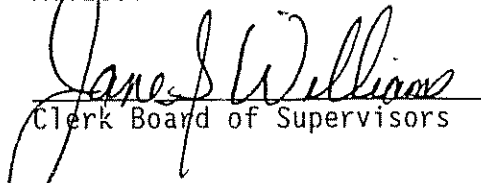
THAT the Chairman of this Board is hereby authorized and directed to sign the Intergovernmental Agreement with the Arizona Department of Transportation.

PASSED, ADOPTED AND APPROVED this 6th day of April 1993

PIMA COUNTY BOARD OF SUPERVISORS

  
Chairman APR 6 1993

ATTEST:

  
Clerk Board of Supervisors

APPROVED AS TO FORM:

 1-26-93  
Deputy County Attorney

The foregoing Intergovernmental Agreement (ADOT PROJECT: ENGINEERING SURVEY ACCOUNT JPA 92-127) by and between Arizona Department of Transportation, and Pima County, has been reviewed this 27th day of January, 1993, and is hereby approved as to content.

  
\_\_\_\_\_

John M. Bernal

Director


Pima County

Department of Transportation  
and Flood Control District

APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreements, between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and PIMA COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 26<sup>th</sup> day of January, 1993.



Deputy County Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR92-2752-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3<sup>rd</sup> day of May, 1993.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

7969G/73